

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fortis Plastics, LLC		02/22/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Custom Plastic Finco, LLC		
<b>Street Address:</b>	142 West 57th Street, 17th Floor		
<b>Internal Address:</b>	c/o Monomoy Capital Partners		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2595463	CEDARWAY	
Registration Number:	2152268	PLY-J	
Registration Number:	3468527	CEDARWAY	
Registration Number:	3468526	THE LOOK AND FEEL OF REAL SPLIT CEDAR	
Registration Number:	3538584	KWIKCUT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)862-2200		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	312-862-3865		
<b>Email:</b>	christine.casey@kirkland.com		
<b>Correspondent Name:</b>	Kirkland & Ellis LLP		
<b>Address Line 1:</b>	300 N. LaSalle Street, 28th Floor		
<b>Address Line 2:</b>	c/o Christine Casey		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		

CH \$140.00 2595463

900187166

**TRADEMARK**  
REEL: 004502 FRAME: 0906

ATTORNEY DOCKET NUMBER:	23591-1 CAC
NAME OF SUBMITTER:	Christine Casey
Signature:	/Christine Casey/
Date:	03/22/2011
<b>Total Attachments: 4</b> source=CUSTOM PLASTIC Trademark Security Agreement_(18639711_1)#page1.tif source=CUSTOM PLASTIC Trademark Security Agreement_(18639711_1)#page2.tif source=CUSTOM PLASTIC Trademark Security Agreement_(18639711_1)#page3.tif source=CUSTOM PLASTIC Trademark Security Agreement_(18639711_1)#page4.tif	

This agreement is subject to the terms of an Intercreditor Agreement (the "Intercreditor Agreement") dated as of February 22, 2011 among Custom Plastic Finco, LLC ("Junior Lender"), Wells Fargo Bank, National Association ("Senior Lender"), acting through its Wells Fargo Capital Finance operating division, and Fortis Plastics, LLC, a Delaware limited liability company (referred to as "Company"), which Intercreditor Agreement is incorporated herein by reference. Notwithstanding any statement to the contrary in this agreement, (i) no payment on account of principal, interest, fees or other amounts shall become due or be paid except in accordance with the terms of the Intercreditor Agreement, and (ii) any security interest, lien, pledge or encumbrance granted to Junior Lender shall be subordinate to the security interest, lien, pledge or encumbrance granted to Senior Lender and shall be enforceable only in accordance with the terms of the Intercreditor Agreement.

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 22, 2011, is made by FORTIS PLASTICS, LLC, a Delaware limited liability company (the "Grantor"), in favor of CUSTOM PLASTIC FINCO, LLC, a Delaware limited liability company, as lender (the "Secured Party").

### WITNESSETH:

WHEREAS, the Grantor has executed and delivered to the Secured Party, that certain Secured Promissory Note dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Note"); and

WHEREAS, the Grantor has executed and delivered to the Secured Party a Security Agreement dated as of the date herewith (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Party to enter into the Note, the Grantor agrees with the Secured Party as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Note.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby pledges and grants to the Secured Party a lien on and a security interest in and to all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

- (a) All of its trademarks registrations and trademark applications (provided, that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use applications under applicable federal law), including those referred to on Schedule I hereto;

- (b) all renewals, registrations, continuations and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, the foregoing; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any of the foregoing, or (ii) injury to the goodwill associated with any of the foregoing.

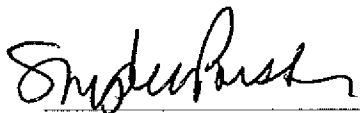
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement and the exercise of remedies with respect to this Trademark Security Agreement is subject to the provisions set forth in Section 6 of the Security Agreement.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

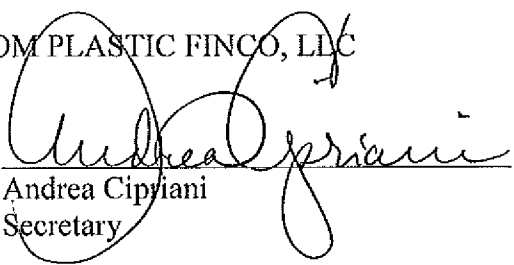
**GRANTOR:**

FORTIS PLASTICS, LLC

By:   
Name: Stephen Presser  
Its: President

**ACCEPTED AND ACKNOWLEDGED BY:**

CUSTOM PLASTIC FINCO, LLC

By:   
Name: Andrea Cipriani  
Title: Secretary

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

(1) All of the following trademarks are owned by the Grantor:

<u>Name of Trademark</u>	<u>Business Unit</u>	<u>Owner</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Class</u>	<u>Serial No.</u>
Cedarway	Building Products	Fortis Plastics, LLC	United States	2,595,463	07/16/02	19	76073967
Ply-J	Elkhart/ Building Products	Fortis Plastics, LLC	United States	2,152,268	04/21/98	17	75264223
Cedarway	Building Products	Fortis Plastics, LLC	United States	3468527	07/15/08		77009266
The Look and Feel of Real Split Cedar	Building Products	Fortis Plastics, LLC	United States	3468526	07/15/08		77009255
Kwikcut	Building Products	Fortis Plastics, LLC	United States	3538584	11/25/08	19	
PENDING APPLICATION: Kwikcut	Building Products	Fortis Plastics, LLC	Canada	Canadian Application: 1245540	11/25/08	19	